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5 **UNITED STATES DISTRICT COURT**

6 **DISTRICT OF NEVADA**

7 TRUSTEES OF THE TEAMSTERS LOCAL
8 631 SECURITY FUND FOR SOUTHERN
9 NEVADA,

10 Plaintiffs,

11 v.

12 NEVADA READY MIX CORPORATION, a
Delaware Corporation,

13 Defendant.
14

2:10-cv-1354-LDG-PAL

ORDER

15 The Trustees of the Teamsters Local 631 Security Fund for Southern Nevada (“Fund”)
16 brought this action alleging that Nevada Ready Mix Corporation (“NRM”) failed to contribute
17 certain funds required under a labor agreement between Teamsters Local 631 and NRM. On
18 September 2, 2010, NRM filed a motion to stay or dismiss this action pending arbitration
19 scheduled for October 11, 2010 (#6). The Fund opposed NRM’s motion arguing that the Fund is
20 not a party to the arbitration agreement, that the arbitration does not concern the primary issue in
21 this action, and that any potential arbitration outcome will not bind the court or the Fund (#8). On
22 October 21, 2010, NRM filed a reply that simply requested the court to stay this matter for 30 days
23 because “Defendant is continuing to pursue settlement negotiations and believes settlement of this
24 case will be accomplished.” Def.’s Reply 1:19-22, ECM No. 15. Such time having elapsed, the
25 purpose of NRM’s motion is now apparently moot. Therefore, the court denies NRM’s motion.
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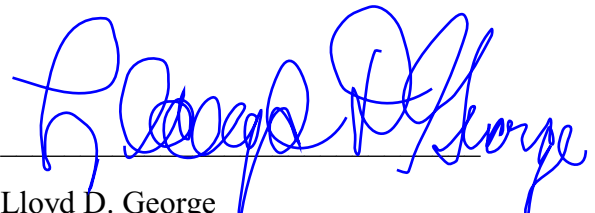
1 NRM has also filed a motion for settlement conference (#17, opposition #18, reply #19).
2 “A court may, in its discretion and at any time, set any appropriate civil case for settlement
3 conference” LR 16-5. NRM urges this court to “schedule a settlement conference in this
4 matter as soon as possible” due to a time sensitive liquidated damages clause. Def.’s Mot. for
5 Settlement Conference 2:5-7, ECF No. 17. The Fund, however, argues that such a conference is
6 premature because discovery has just begun and because the Fund intends to conduct discovery on
7 NRM’s potential defenses prior to accepting any settlement. The parties have previously discussed
8 settlement, and NRM recently tendered payment on some of the Fund’s demands. Def.’s Reply to
9 Pl.’s Opp. 1:19-23, ECF No. 17. While the court encourages both parties cultivate these
10 settlement interests, the court fails to see the necessity of scheduling a settlement conference at this
11 time. Accordingly,

12 THE COURT HEREBY ORDERS that Defendant’s motion to stay or dismiss (#6) is
13 DENIED.

14 THE COURT FURTHER ORDERS that Defendant’s motion for settlement conference
15 (#17) is DENIED without prejudice.

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17 DATED this 3 day of December, 2010.

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Lloyd D. George
United States District Judge